

Baker & Hostetler LLP

45 Rockefeller Plaza

New York, NY 10111

Telephone: (212) 589-4200

Facsimile: (212) 589-4201

David J. Sheehan

Keith R. Murphy

Nicholas J. Cremona

*Attorneys for Irving H. Picard, Trustee for the
Substantively Consolidated SIPA Liquidation of
Bernard L. Madoff Investment Securities LLC and
the estate of Bernard L. Madoff*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

SECURITIES INVESTOR PROTECTION
CORPORATION,

Plaintiff-Applicant,

v.

BERNARD L. MADOFF INVESTMENT
SECURITIES LLC,

Defendant.

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the Liquidation of
Bernard L. Madoff Investment Securities LLC,

Plaintiff,

v.

DAWN PASCUCCI BARNARD,

TRUST FBO MICHAEL A. PASCUCCI UA DTD
12/31/94 MICHAEL C PASCUCCI
CHRISTOPHER S PASCUCCI,

MICHAEL A. PASCUCCI,

MICHAEL C. PASCUCCI,

Adv. Pro. No. 08-01789 (SMB)

SIPA LIQUIDATION

(Substantively Consolidated)

Adv. Pro. No. 10-04459 (SMB)

CHRISTOPHER S. PASCUCCI,

RALPH P. PASCUCCI,

PASCUCCI FAMILY FOUNDATION,

JOCELYN A. PASCUCCI,

CHRISTOPHER S. PASCUCCI 1995
CHARITABLE REMAINDER TRUST UAD
11/7/95,

THE DAWN A. PASCUCCI BARNARD 1995
CHARITABLE REMAINDER TST UAD 11/7/95,

FUND FOR THE POOR, INC.,

CSP INVESTMENT ASSOCIATES LLC,

RPP INVESTMENT ASSOCIATES LLC, and

MCP INVESTMENT ASSOCIATES LLC,

Defendants.

IRVING H. PICARD, Trustee for the Liquidation of
Bernard L. Madoff Investment Securities LLC,

Plaintiff,

v.

JD PARTNERS LLC, JOHN A. DANZI,
DEBORAH DANZI, and JANICE DANZI
SENNELLO,

Defendants.

IRVING H. PICARD, Trustee for the Liquidation of
Bernard L. Madoff Investment Securities LLC,

Plaintiff,

v.

MAF ASSOCIATES, LLC,
MARK A. FREEMAN, and
FRANCINE FREEMAN,

Defendants.

Adv. Pro. No. 10-04461 (SMB)

Adv. Pro. No. 10-05235 (SMB)

Mark A. Freeman and Francine Freeman ("Defendants"), on the other hand, dated as of April 23, 2015.

2. I make this Affidavit based upon my own personal knowledge or upon information that I believe to be true.

3. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

4. I believe that the terms of the Agreement fall well above the lowest point in the range of reasonableness. The Agreement resolves all claims against all Defendants in the Adversary Proceedings and avoids the cost and delay of what could otherwise be lengthy and contentious litigation. The Agreement will bring in significant funds that will benefit the customer property estate. Accordingly, because the Agreement is well within the "range of reasonableness" and confers a substantial benefit on the estate, I respectfully request that the Court approve Agreement.

5. As part of the Agreement, the Parties have reached a good faith, complete, and total compromise as to any and all claims the Trustee has asserted against the Defendants in the Adversary Proceedings.

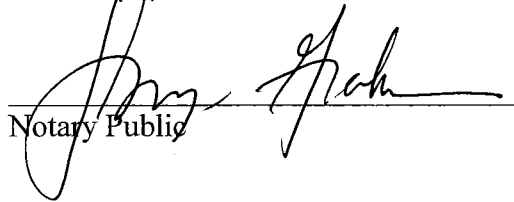
6. The Agreement furthers the interests of the BLIMS customers by, among other things, adding \$11,100,000 to the customer property fund, increasing the distribution to BLMIS customers with allowed claims.

7. Given the complexities involved in proceeding with further litigation, I have
determined, in my business judgment, that the proposed settlement represents a fair compromise
of the Adversary Proceedings.



IRVING H. PICARD

Sworn to before me this 23rd
day of April, 2015



Notary Public

SONYA M. GRAHAM
Notary Public, State of New York
No. 01GR6133214
Qualified in Westchester County
Commission Expires: 9/12/2017